



**Los Angeles County
Board of Supervisors**

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Interim Chief Medical Officer

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www.dhs.lacounty.gov

*To improve health
through leadership,
service and education.*



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December 01, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO MEDICAL AND RADIOLOGY
REPORTS TRANSCRIPTION SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of amendments to six transcription services agreements to extend the term of each for an additional four months through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, to allow the Department of Health Services (DHS) time to complete the selection process for successor agreement(s).

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 DECEMBER 1, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign Proposition A (Prop A) Radiology Reports Transcription Services Amendment No. 10 (Exhibit I) to Agreement No. 72049 with MedQuist Transcriptions, Ltd. (MedQuist) for services provided at Los Angeles County+USC Healthcare Network (LAC+USC) and Martin Luther King Jr. Multi-Service Ambulatory Care Center (MLK MACC), to extend the Agreement term for the period January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, under the same rates and terms at an estimated cost of \$508,432 for six months.
2. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 16 (Exhibit II) to Agreement No. 70282 with MedQuist for services provided at Olive View/UCLA Medical Center (OVMC) and High Desert Health System (HDHS), to extend the Agreement term for the period January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, under the same rates and terms at an estimated cost of \$395,000 for six months.
3. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 11 (Exhibit III) to Agreement No. 71386 with MedQuist for services provided at MLK MACC, to extend the Agreement term for the period January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, under the same rates and terms at an estimated cost of \$55,608 for six months.
4. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 10 (Exhibit IV) to Agreement No. 74108 with MedQuist for services provided at Harbor-UCLA Medical Center (Harbor), to extend the Agreement term for the period January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, under the same rates and terms at an estimated cost of \$542,892 for six months.
5. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 8 (Exhibit V) to Agreement No. 72144 with PeopleSupport RapidText, Inc. (PSRT), for services provided at Rancho Los Amigos National Rehabilitation Center (Rancho), to extend the Agreement term for the period January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, under the same rates and terms at an estimated cost of \$112,584 for six months.
6. Delegate authority to the Interim Director of the Department of Health Services (Department or DHS), or his designee, to execute Amendment No. 10 (Exhibit VI) to Overflow Medical Transcription Service Agreement No. H-209835 with PSRT for services provided at LAC+USC, to extend the Agreement term for the period January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, under the same rates and terms at an estimated cost of \$262,500 for six months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations is necessary to ensure that delivery of vital medical, radiology reports, and overflow medical transcription services continues uninterrupted at various DHS medical facilities during the completion of the process for replacement agreements. The current Agreements will expire on December 31, 2009.

On September 8, 2009, DHS advised your Board that a Request for Statements of Interest (RFSI) for Medical and Radiology Reports Transcription Services was released on August 20, 2009, which would combine the services currently provided under the six agreements under one agreement. The RFSI resulted in eleven responses, a greater number than what was anticipated. Several responses received provide some solutions that use new technology. Evaluation of this new technology will require demonstration and feasibility tests in order to determine the most efficient and cost effective solution for DHS now and into the future.

The new agreement is anticipated to provide for continued digital medical and radiology reports transcription services as a Prop A contract, as well as allow for future phased implementation of Speech Recognition technology for various departments at each medical facility

The four-month extension, effective January 1, 2010 through April 30, 2010, along with the month-to-month, if necessary, through June 30, 2010, will allow the Department time to complete the review of the responses and negotiate contract terms and conditions with the selected vendor.

Implementation of Strategic Plan Goals

These actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The rates set forth in all six Agreements will remain the same during the recommended extension period, January 1, 2010 through June 30, 2010. The total estimated cost is shown on Attachment A.

Funding is included in the DHS Fiscal Year (FY) 2009-10 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Agreement No. 72049 - LAC+USC and MLK MACC (Radiology Reports)

On March 2, 1999, your Board approved an Agreement with Lanier Professional Services, Inc. for the provision of radiology reports transcription services for LAC+USC and Martin Luther King, Jr. Drew Medical Center (now known as MLK MACC), effective February 1, 1999 through December 31, 2003. On September 21, 1999, the County approved a delegation and assignment of rights from Lanier Professional Services, Inc. to MedQuist Transcription, Ltd. Subsequent amendments updated contract language and extended the term through December 31, 2009.

Agreement No. 70282 - OVMC and HDHS (Medical Transcription)

On August 20, 1996, your Board approved an Agreement with MedQuist for the provision of medical transcription services for OVMC and HDHS, effective September 1, 1996 through August 31, 2000. Subsequent amendments updated contract language and extended the term through December 31,

Agreement No. 71386 – MLK MACC (Medical Transcription)

On May 5, 1998, your Board approved an Agreement with MedQuist for the provision of medical transcription services for MLK MACC, effective June 1, 1998 through May 31, 2002. Subsequent amendments updated contract language and extended the term through December 31, 2009.

Agreement No. 74108 - Harbor (Medical Transcription)

On July 30, 2002, your Board approved an Agreement with MedQuist for the provision of medical transcription services for Harbor, effective August 1, 2002 through July 31, 2007. Subsequent amendments updated contract language and extended the term through December 31, 2009.

Agreement No. 72144 - Rancho (Medical Transcription)

On June 8, 1999, your Board approved Agreement No. 72144 with Medtext, Inc. for the provision of medical transcription services for Rancho, effective July 1, 1999 through June 30, 2003. Subsequent amendments updated contract language and extended the term through December 31, 2009, and effectuated a name change to PeopleSupport RapidText, Inc.

Agreement No. H-209835 - LAC+USC (Overflow Medical Transcription)

On August 4, 1998, your Board approved an Agreement with MedText, Inc. for the provision of overflow medical transcription services at LAC+USC, effective August 1, 1998 through July 31, 2002. Subsequent amendments updated contract language, allowed for an increase of \$0.01 in the rate per transcribed line, extended the term through December 31, 2009, and effectuated a name change to PeopleSupport RapidText, Inc.

These Agreements may be terminated by the County with 30 to 60 days written notice to Contractor depending on the Agreement.

These Amendment includes the recently adopted Defaulted Property Tax Reduction Program Ordinance language.

County Counsel has approved the attached Amendments, Exhibits I through VI, as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended Amendments will ensure that vital transcription services remain in place and continue uninterrupted at DHS medical facilities.

The Honorable Board of Supervisors

12/1/2009

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JS:lvb

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Total Estimated Cost

<u>Agreement No.</u>	<u>Contractor</u>	<u>Service Site</u>	<u>Extension Period: January 1, 2010- June 30, 2010</u>
72049	MedQuist	LAC+USC (\$430,500) and MLK MACC (\$77,932)	\$ 508,432
70282	MedQuist	OVMC (\$350,000) and HDHS (\$45,000)	\$ 395,000
71386	MedQuist	MLK MACC	\$ 55,608
74108	MedQuist	Harbor	\$ 542,892
72144	PSRT	Rancho	\$ 112,584
H-209835	PSRT	LAC+USC	<u>\$ 262,500</u>
Total Extension Period:			\$ 1,877,016

EXHIBIT I

Contract No. 72049-10

RADIOLOGY REPORTS TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this 1st day of

December 2010,
09

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "RADIOLOGY REPORTS TRANSCRIPTION SERVICES AGREEMENT", dated March 2, 1999, and further identified as County Agreement No. 72049 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for radiology reports transcription services scheduled to expire on December 31, 2009, for four (4) months through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.

72049
Amendment No. 10
7

2. This Amendment extends the term of the Agreement for four (4) months effective January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis through June 30, 2010, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on December 31, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 71, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"71. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Paragraph 72, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM, shall be added to Agreement as follows:

"72. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 71, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Don Krake
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor

By

Dominick Golio

Dominick Golio
Chief Financial Officer

Date: 11/17/09

Title

CFO

(Affix Corporate Seal)

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors

By

Lachelle Smitherman
Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By

Nayakeo 11/20/09
Deputy

72049-10 LACUSC_LVBrev

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By

Lachelle Smitherman
Deputy

EXHIBIT II

Contract No. 70282-16

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 16

THIS AMENDMENT is made and entered into this 1st day of

December 2010
09

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated August 20, 1996, and further identified as County Agreement No. 70282 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on December 31, 2009, for four (4) months through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.

2. This Amendment extends the term of the Agreement for four (4) months effective January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis through June 30, 2010, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on December 31, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 66, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"66. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Paragraph 67, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM, shall be added to Agreement as follows:

"67. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 66, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By *Don Krake*
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor
By *Dominick Golio*

Dominick Golio
Chief Financial Officer
Date: 11/19/09

Title _____
(Affix Corporate Seal)

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors

By *Lachelle Smithman*
Deputy



APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By *Reynolds 11/20/09*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

70282-16 OVMC_LVBrev

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smithman*
Deputy

27

DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

70282
Supplement No. 12

EXHIBIT III

Contract No. 71386-11

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 11

THIS AMENDMENT is made and entered into this 1st day of

December 2010,
09

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated May 5, 1998, and further identified as County Agreement No. 71386 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on December 31, 2009, for four (4) months through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.

71386
Amendment No. 11
8

2. This Amendment extends the term of the Agreement for four (4) months effective January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis through June 30, 2010, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on December 31, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 69, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"69. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Paragraph 70, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM, shall be added to Agreement as follows:

"70. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 69, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By *Alan Kruke*
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor

By *Dominick Golio*
Dominick Golio
Chief Financial Officer
Date: 11/19/09

Title _____
(Affix Corporate Seal)

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors

By *Lachelle Smitherman*
Deputy



APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By *Nancy Lee 11/20/09*
Deputy

71386-11 MLK_LVBrev

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

27

DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT IV

Contract No. 74108-10

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this 1st day of

December 2010,
09

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated July 30, 2002, and further identified as County Agreement No. 74108 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on December 31, 2009, for four (4) months through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.

2. This Amendment extends the term of the Agreement for four (4) months effective January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis through June 30, 2010, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on December 31, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 58, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"58. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Paragraph 59, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM, shall be added to Agreement as follows:

"59. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 58, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Don Krake

Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor

By

Dominick M. Golio

Dominick Golio

Chief Financial Officer

Date: 11/17/09

Title

CFO

(Affix Corporate Seal)

ATTEST:

SACHI A. HAMAI

Executive Officer of the
Board of Supervisors

By

Lachelle Smitherman

Deputy



APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL

By

Nayaaheo 11/20/09

Deputy

74108-10 Harbor_LVBrev

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

ADOPTED
BOARD OF SUPERVISORS
CO.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By

Lachelle Smitherman

Deputy

27

DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this 1st day of

December 2010,
09

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PEOPLESUPPORT RAPIDTEXT, INC.
(hereafter "Contractor")

WHEREAS, on June 8, 1999, County and MedText, Inc. ("MedText"), dba RapidText, Inc. ("RapidText") entered into a "MEDICAL TRANSCRIPTION SERVICES AGREEMENT" for the provision of medical transcription services, further identified as County Agreement No. 72144 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on December 31, 2009, for four (4) months through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, and make the changes described hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.
2. This Amendment extends the term of the Agreement for four (4) months effective January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis through June 30, 2010, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on December 31, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.
3. Paragraph 69, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"69. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Agreement Paragraph 70, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"70. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 69, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Don Krabe

Chairman, Board of Supervisors

PEOPLESUPPORT RAPIDTEXT, INC.

Contractor

By

Peter Phan

Signature

Peter Phan

Print Name

Title

Secretary

(Affix Corporate Seal)

ATTEST:

SACHI A. HAMAI

Executive Officer of the
Board of Supervisors

By

Lachelle Amitherman

Deputy



APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL

By

Neayah 0011/2009

Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Amitherman
Deputy

27

DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

OVERFLOW MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this _____ day of
_____ 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PEOPLESUPPORT RAPIDTEXT, INC.
(hereafter "Contractor")

WHEREAS, on August 4, 1998, County and MedText, Inc. ("MedText"), dba RapidText, Inc. ("RapidText") entered into a "OVERFLOW MEDICAL TRANSCRIPTION SERVICES AGREEMENT" for the provision of overflow medical transcription services, further identified as County Agreement No. H-209835 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for overflow medical transcription services scheduled to expire on December 31, 2009, for four (4) months through April 30, 2010 and thereafter on a month-to-month basis for two months through June 30, 2010, and make the changes described hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on January 1, 2010.
2. This Amendment extends the term of the Agreement for four (4) months effective January 1, 2010 through April 30, 2010 and thereafter on a month-to-month basis through June 30, 2010, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on December 31, 2010, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.
3. Paragraph 69, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"69. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Paragraph 70, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to Agreement as follows:

"70. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 69, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Interim Director

PEOPLESUPPORT RAPIDTEXT, INC.
Contractor

By _____
Signature

Print Name

Title _____
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:
Raymond G. Fortner
County Counsel

H-209835-10 LACUSCoverflow_LVBrev